

TERMS AND CONDITIONS

Please read the following important terms and conditions before you book or order any Services (including but not limited to where the Services include installation of any Products) on our website. These terms and conditions will apply to all orders or bookings made via our Website and you should ensure that your Booking contains everything you want and nothing that you are not willing to agree to.

YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after ordering a service, in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The *Consumer Rights Act 2015* says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

HOW THESE TERMS WORK

These T&Cs set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means Lynch Property Services Limited;
- 'you' or 'your' means the person purchasing, ordering or booking Services from us;
- 'Services' means the services we offer, as set out on our website www.lynchpropertyservices.co.uk (**Website**), or any other services we agree (in writing) to provide to you; and
- 'Products' means any goods or products which we supply and install as part of the Services.



If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to info@lynchpropertyservices.co.uk; or
- filling out and submitting the online contact form available on our Website.

Who are we?

- We are Lynch Property Services Limited, a company registered in England and Wales under company number: 09150924 with registered office 86-90 Paul Street, London EC2A 4NE.
- Our VAT number is: 144985084.

1 INTRODUCTION

- (a) If you book Services (including but not limited to the supply and installation of Products) from us either on our Website or by another means then, unless we have otherwise agreed in writing, you agree to be legally bound by this contract (referred to as '**this contract**' or '**these terms**').
- (b) Where the context permits the terms '**Products**' and '**Services**' shall be interchangeable when used in these terms.
- (c) When we refer to '**Business Day**' we are referring to a full 24 hour day excluding Saturday, Sunday or any public holidays in England and Wales.
- (d) Unless otherwise agreed, we may, in our discretion:
 - (i) not commence work on any Products or Services until you have paid any Fees or deposit payable in respect of such Products or Services; and
 - (ii) withhold delivery of Services until you have paid an invoice in respect of such Goods and/or Services.
- (e) When buying any Goods or Services on our Website you also agree to be legally bound by:
 - (i) Our Privacy and Cookies policies, available on our Website;
 - (ii) extra terms which may add to, or replace some of, this contract. This may happen for *security, legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you reasonable notice. You can end this contract at any time by providing notice if we tell you extra terms apply; and
 - (iii) specific terms which apply to certain Products or Services, which will be communicated to you during the online checkout process.

All of the above documents form part of these T&Cs as though set out in full here.

2 INFORMATION WE GIVE YOU

- (a) By law, the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that we must give you certain key information before a legally binding contract between you and us is made. This information is set out at the start of these T&Cs and elsewhere throughout our Website. If you cannot access this information for any, you are welcome to contact us using the functionality on the Website and we will provide you with a copy of this information.
- (b) The key information we give you by law forms part of this contract (as though it is set out in full here).
- (c) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 YOUR PRIVACY AND PERSONAL INFORMATION

- (a) Our Privacy Policy is available at www.lynchpropertyservices.co.uk
- (b) Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such

- (c) information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 **BOOKING OUR SERVICES**

- (a) You can place an order for Services by:
 - (i) using the functionality on the Website; or
 - (ii) by phone or email, where will confirm the order in writing by email**(Booking).**
- (b) Please read and check your Booking carefully before submitting it via the Website, or confirming via email. You will be able to correct any errors before submitting your Booking to us.
- (c) Your Booking may include specifications as to the time and date on which we will supply the Services (**Delivery Date**) and the location (**Premises**).
- (d) When you place your Booking at the end of the online checkout process, we will acknowledge it by email. This acknowledgement does not, however, mean that your Booking has been accepted by us.
- (e) We may contact you to say that we do not accept your Booking. This is typically for the following reasons:
 - (i) we cannot carry out the Services on the Delivery Date you have requested (this may be because, for example, we have a shortage of staff);
 - (ii) we cannot authorise your payment;
 - (iii) you are not allowed to buy the Services from us;
 - (iv) we are not allowed to sell the Services to you; or
 - (v) there has been a mistake on the pricing or description of the Services.
- (f) We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:
 - (i) a legally binding contract will be in place between you and us; and
 - (ii) we will provide services as agreed during the online checkout process.
- (g) If you are under the age of 18 you may not buy any services from us or via our Website.

5 **CHANGES TO YOUR BOOKING**

- (a) Once we send you a Confirmation Email for a Booking, that booking is final and no changes can be made by you except in accordance with this clause.
- (b) You must pay a 'change in scope fee', in an amount reasonably determined by us (**Change Fee**) for changes to Services which alter the scope set out in the Booking and requires us to perform additional work or incur additional costs (**Changes**).
- (c) We do not accept Changes to a Booking with less than 2 Business Days' written notice prior to the agreed Booking start time. We reserve the right to reject your request for Changes.

- (d) We may in our sole discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.
- (e) We will only be required to perform the Changes if:
 - (i) We agree in writing to perform the Changes;
 - (ii) You confirm in writing that you wish for us to proceed with the Changes and the relevant Change Fee; and
 - (iii) You pay the Change Fee.
- (f) This agreement will apply to any Services that are the subject of a Change without this agreement needing to be signed again.

6 CARRYING OUT THE SERVICES

- (a) Subject to clause 5.2 and us confirming the Delivery Date in the Confirmation Email (see clause 4(e)) we will carry out the Services on the Delivery Date. If you and we have agreed no time or period, we will carry out the Services within a reasonable time.
- (b) If the Delivery Date is within 14 days from the date on which you place a Booking, you acknowledge and agree that the right to cancel, as set out in clause 8.2, may not apply.
- (c) Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the Services as soon as those events have been fixed.

6.2 YOUR OBLIGATIONS

- (a) **Access:** We require clear and safe access to the Premises, including electrical supply to the Premises and running hot and cold water, and all relevant access codes, keys and information to conduct all Services, which includes but is not limited to the following:
 - (i) **For Electric Services:**
 - (A) clear and safe access to the consumer board (also known as the fuse box) of the Premises. Access means being able to see the board, remove the cover and have sufficient space and visual to access the cables;
 - (B) clear and safe access to the utility meters; and
 - (ii) **For Gas Services:**
 - (A) Clear and safe access to the consumer board (also known as the fuse box) of the Premises (Access means being able to see the board, remove the cover and have sufficient space and visual to access the cables);
 - (B) Clear and safe access to the applicable gas appliance, including ability to remove covers and reasonably and safely carry out the Services;
 - (C) The CO2 alarm should be visible within 1-3 meters from the gas appliance for which the Services relate. Please note, If it is not we may report that one is not present. We will not search the Premises or look through cupboards to locate the Co2 alarm, and you must tell us as part of your Booking;

- (D) Clear and safe access to the gas and utility meter, including location and relevant keys to be supplied prior to the Delivery Date; and
 - (E) Advanced notice of all the gas appliances that require testing
- (iii) **For Cleaning Services:**
- (A) For specific or specialised items or problems, you must supply all required cleaning products, tools and equipment unless otherwise agreed in writing;
 - (B) The Premises must be fully accessible and decluttered or fully vacated with only items to remain within the Premises;
 - (C) Unless otherwise agreed in writing, no other work or services to be conducted at the Premises while we conduct the Services;
 - (D) You must defrost the freezer 24 hours prior to the Delivery Date; and
 - (E) All items of value to be removed or secured.
- (iv) **For Inventory Services:**
- (A) Unless otherwise agreed in writing, you must ensure the Premises and its contents are presented in line with the original check in report and professionally cleaned in order for us to make accurate assessments. Failure to do so may result in costs being incurred at your expense;
 - (B) Ensure electricity and gas meters are labelled and their location with relevant keys are made available to the us prior to the Delivery Date.
- (b) We are not responsible for moving furniture or equipment from the Premises.
- (c) Failure to deliver the Premises to us with the required access and information as set out in clause 6.1(b) above may result in a delay to the Services, or we may not be able to provide the Services on the agreed Delivery Date and cancel your Booking – clause 9.1(b) shall apply.
- (d) If the Premises contains a sprinkler system, you must notify us in writing before the Services commence and provide clear instructions on its location and operation. We accept no liability for accidental activation, damage, or costs due to lack of notification or insufficient information.

6.3 TITLE AND RISK

- (a) Until the price of Products is paid in full, title in those Products is retained by Lynch Property Services.
- (b) Risk in the Products will pass to you on completion of the Services to install the Products.
- (c) If you do not pay for any Products on the due date for payment, you authorise Lynch Property Services, its employees and agents to enter the Premises or any other place where the Products are located and use reasonable force to retake possession of the Products without liability for trespass or damage.
- (d) We may at our option keep or resell Products retaken you under clause 5.3(c)

7 SPECIFIC SERVICES

7.1 GAS & ELECTRICAL INSTALLATION SERVICES

This clause 6.1 apply to all Bookings for gas or electrical Services.

- (a) The Premises must be in a clear and safe condition for us to enter.
- (b) We will use reasonable endeavours to tidy any mess in the Premises caused by the Services, however you acknowledge and agree:
 - (i) there may be dust or debris in the Premises after the Services and we are not required to conduct a comprehensive clean and additional cleaning may be required (at your own cost);
 - (ii) we are not required to clean up or repair any mess or damage caused by any other person whatsoever (unless otherwise agreed in writing);
 - (iii) we are not required to undertake any repairs or decoration (other than as set out in the Booking) such as repairing plastering after a Service; and
 - (iv) We may require that the electrical, water and/or gas supply to the Premises is temporarily turned off while we conduct the Services. We will not be liable to you for any loss or damage, including but not limited to frozen or refrigerated foods, arising out of the Services.

7.2 CLEANING SERVICES

This clause 6.2 shall apply to all Bookings in respect of cleaning Services.

- (a) Unless otherwise agreed in writing, perishable items – including but not limited to food, drinks, and cosmetics – along with items found in bins or considered to be rubbish will be disposed of.
- (b) We will responsibly dispose of a reasonable amount of rubbish to the designated area, if available on site and reasonably accessible. If a designated area is not available or identified, the rubbish will be tidied to one area inside the Premises for you to dispose of. You are ultimately responsible for the removal of rubbish from the Premises.
- (c) The scope of the Services are as agreed in your Booking. Additional charges may apply for extensive cleaning due to neglect, heavy soiling, or clutter and if significant time or effort is needed due to poor initial conditions.
- (d) Premises in poor condition may receive less attention in certain areas (e.g., heavily soiled carpets). Extreme cases may result in service refusal or extra charges for biohazards, excessive pet waste, or risky conditions.
- (e) Areas not maintained, including but not limited to Premises in poor condition, may not be able to be fully restored during our standard cleaning Services and will be considered Additional Work.
- (f) Heavily damaged areas may require specialised treatments beyond our standard cleaning Services, and will be considered Additional Work.

7.3 INVENTORY SERVICES

This clause 6.3 shall apply to all Bookings in respect of inventory Services.

- (a) The information in the main body of the report has been collated using a clockwise method & working from the ground floor upwards. For example in a three bedroom property, bedroom one in the report will be the first bedroom on the left hand side, bedroom two will be on the right of this room and bedroom three the next on the right.
- (b) Groups of items, such as CDs and books have been listed as collections rather than individually described.
- (c) Overcrowded or unordered drawers, cupboards or areas have been generally described as 'assorted items' rather than individually described.
- (d) A general description has been included of all private outside space belonging to the property where accessible.
- (e) Lighting has been solely tested to assess if the light bulbs are in working order.
- (f) Appliances or other items will not be tested although have been assessed on the appearance & for power where possible.
- (g) Items in storage containers and boxes have been excluded from the inventory on the assumption that they were going to be removed from the Premises, unless we were informed otherwise prior to the Delivery Date.
- (h) Our team are not experts in fabrics, woods, art or antiques, plants or landscapes, and this inventory should not be used for valuation purposes, nor should it be taken to be a structural survey of the Premises.
- (i) Unless otherwise stated, items are in good condition and free from visible damage. We have only described items as being 'new' when they are in their original packaging.
- (j) Utility meter readings will be recorded where they are fully accessible and clearly labelled.
- (k) Keys that have been given to the tenant by us will be listed under the key section of our report. Keys that have been given to us via the tenant will be listed under the key section of our report and if applicable, the location where the keys have been returned will be specified. If the keys are not received/given by us or our team, we will request information from the person who has done so and will include this in the report where it is made available.
- (l) The Premises will be described as 'Professionally cleaned' if it is in accordance with our pre/end of tenancy cleaning specification, however unless we have provided the cleaning services, we cannot make a guarantee that the Premises have been professionally cleaned. In the event that a professional clean does not meet this specification areas in need of further cleaning will be listed.
- (m) If the tenant or landlord has arranged a professional clean by a third party but it fails to meet the standard requirement of a pre/end of tenancy clean we recommend to first check that the omissions should have been covered in the clean and if so to use this report as evidence to remedy those omissions.
- (n) We will test smoke and carbon monoxide alarms for sound where accessible. Additional obligations may apply to landlords and/or tenants in respect of smoke and carbon monoxide



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alarms, and you are solely responsible for ensuring you are compliant with these laws and or obligations.

8 ADDITIONAL WORK REQUESTS

- (a) In performing the Services, we may identify additional recommended services, such as specialised cleaning treatments, which fall outside of the scope of the Services in your Booking (**Additional Work**).
- (b) We may notify you of suggested or recommended Additional Work, including providing a quote to undertake the Additional Work, which you may accept or decline in your sole discretion.
- (c) If you accept a quote for Additional Work, these terms and conditions will apply to the Additional Work as a Service.
- (d) We may require payment before we commence the Additional Work. Where we undertake Additional Work without prior payment, you agree to pay us the Fees for the Additional Work within 7 days of receiving a valid invoice.

9 PAYMENT

- (a) All prices are:
 - (i) For the scope of the Services, as set out on our Website and in your Booking, only (unless otherwise agreed in writing);
 - (ii) in British Pounds (except where otherwise indicated); and
 - (iii) subject to change prior to you completing a Booking without notice.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Services (including Products) at the time of making a Booking.
- (c) (**VAT**) Unless otherwise indicated, amounts stated in a Booking do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the Booking, or otherwise providing a tax invoice.
- (d) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payments for Products, including Stripe.com. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. Stripe.com's terms of use are available here: <https://stripe.com/gb/checkout/legal>. Stripe.com's Services Agreement with us is available here: <https://stripe.com/gb/ssa>. Both sets of terms are binding on you.
- (e) (**Pricing errors**) In the event that we discover an error or inaccuracy in the price at which your Booking was purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your Booking at the correct price, or cancelling your Booking. If you choose to cancel your Booking and payment has already been debited, the full amount will be credited back to your original method of payment.
- (f) (Property specification) Your Booking price is based on the property specification and details you provide to us.
 - (i) Where the Premises contains more rooms or areas within the standard scope of the Service (for example, an additional bathroom) than declared in your Booking, we will



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treat this as an accidental omission and clean it to the same standard, unless you tell us otherwise.

- (ii) Where identified during our visit, we will, where reasonably possible, notify you before charging, so you may tell us if it should not be cleaned (for example, because it is being refurbished).
- (iii) Where identified only after completion of the Service, for example from our cleaning report, we will notify you once aware. In either case, you authorise us to charge the payment method used for your Booking at our standard rate for that room type.
- (iv) Where a room-specified service could not reasonably have been intended to exclude part of a continuous area (for example, carpet cleaning booked for one of two staircases), we will treat this in the same way as clauses 9(f)(i) to (iii).
- (v) Where a room-specified service could reasonably exclude some qualifying rooms for a legitimate reason (for example, bedrooms varying in use), and you have not specified which rooms, we will not assume additional rooms are included. Where reasonably possible, we will contact you before proceeding to confirm which rooms.
- (vi) Where we cannot reach you, we will select the number of rooms specified in your Booking using reasonable judgement, generally prioritising principal or furnished rooms, and record in our report which rooms were cleaned. We will not clean rooms beyond the number specified without your confirmation.

10 CLEANING GUARANTEE

We are committed to providing high-quality cleaning Services. We stand behind the work of our professional cleaners and offer a guarantee on our cleaning Services as set out in this clause 10.

10.1 GUARANTEE PERIOD

The guarantee covers any genuine omission from the agreed scope of the cleaning Service, provided you notify us within 14 days of completion (Guarantee Period).

10.2 RECTIFICATION OF ISSUES

(a) In case of any areas not meeting the agreed-upon cleaning standards, you must notify us in writing by email to info@lynchpropertyservices.co.uk or via our Website, within the Guarantee Period.

(b) You must provide an itemised summary of the concern, identifying the specific item and room, with photographic evidence if applicable.

10.3 EXCLUSIONS

(a) The guarantee does not cover or apply to:

- (i) damages or issues caused by your negligence;
- (ii) damage caused by a third party;



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(iii) areas of the Premises used or accessed by individuals after completion of the Services, assessed area by area, so that use of one area does not affect others;

(iv) light dust settlement in an unoccupied Premises;

(v) areas that are not maintained, Premises that are in aged/poor condition, cluttered areas that hinder the effectiveness of our standard cleaning procedures, excessively soiled areas, hazardous conditions, or areas requiring specialised cleaning beyond the scope of our Services; and

(vi) and areas that, in our reasonable assessment, may require excessive force like scrubbing or scraping for cleaning, as we are unwilling to assume this risk.

10.4 INVENTORY INSPECTION EXCEPTION

If you are relying on an inventory inspection report or other notification received after the Guarantee Period, you must inform us and provide the report. We will assess the claim against our own cleaning report and photographs, but cannot guarantee the same outcome as a claim made within the Guarantee Period.

10.5 RESOLUTION

(a) Upon receiving a valid claim on this guarantee within the Guarantee Period, we will strive to schedule a re-cleaning session at a time mutually agreed between you and us, which we aim to arrange within 24 hours of the claim being agreed, subject to reasonable access. Premises where a new tenancy is due to commence will be prioritised.

(b) Where we accept that an omission was ours to put right but a return visit is no longer practical (for example, because a new tenancy has already commenced and access cannot reasonably be arranged), we will, at our discretion, offer a fair remedy which may include a partial refund reflecting the time that rectifying the specific omission would reasonably have taken.

10.6 RIGHTS UNAFFECTED

Nothing in this clause 10 shall affect any rights you have at law, including any statutory rights, which may also apply to the Services and this contract.

11 NATURE OF THE SERVICES

- (a) The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
 - (i) where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - (ii) where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- (b) Nothing in this contract affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights in law.
- (c) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

12 CANCELLING THIS CONTRACT

12.1 OUR RIGHT TO CANCEL

- (a) We reserve the right to cancel a Booking at any time, for any reason, provided we give you written notice and refund you any Fees paid for Services not yet delivered.
- (b) Where you have not supplied the Premises to us with the access and information we require, we may not be able to deliver the Services to you. In this circumstance, we reserve the right to cancel your Booking and this contract and we may retain the Fees paid for the relevant Services as a cancellation fee.

12.2 YOUR RIGHT TO CANCEL

- (a) You have the right to cancel this contract and your Booking:
 - (i) within 14 days of making a Booking without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the Services during the cancellation period and the Services are fully performed (i.e. the work is completed) during this period. The cancellation period will expire after 14 days from the date you placed your Booking. This is further explained in clauses 11.2(c) and 11.2(d) below; or
 - (ii) At any point, provided you notify us no less than 2 Business Days prior to the agreed start time for the Booking.
- (b) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us, for example by emailing us using the contact details available on our Website or at the top of these terms.
- (c) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- (d) We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place a Booking for Services, you will be given the option to tick a box to request for us to start providing the services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- (e) This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- (f) This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page.

12.3 EFFECTS OF CANCELLATION

- (a) If you cancel this contract, we will reimburse to you all payments received from you, unless you requested for us to start providing the Services during the cancellation period, in which case you must pay us:
 - (i) for the Services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the Services performed up to



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that point in comparison with the full price under this contract (including any Products we have supplied or purchased to supply to you under this contract); or

- (ii) the full price under this contract, if you lost your right to cancel this contract because the Services were fully performed (i.e. the work was completed) during the cancellation period.
- (b) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract, using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

12.4 END OF THE CONTRACT

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13 LIMITATION ON OUR LIABILITY

- (a) Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - (i) losses that were not foreseeable to you and us when the contract was formed;
 - (ii) losses that were not caused by any breach on our part;
 - (iii) business losses; or
 - (iv) losses to non-consumers.

14 THIRD PARTY RIGHTS

No one other than a party to this contract has any right to enforce any term of this contract.

15 DISPUTES

- (a) We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided, or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.
- (b) Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.